

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, CAPITOL HILL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
FAX (801) 538-3882  
<http://purchasing.utah.gov>

**Request for Quotation**Solicitation Number: **PM5037**Due Date: **10/14/04 at 2:00 PM**

Date Sent: October 5, 2004

Goods and services to be  
purchased:

**KINGSTON CANYON ROCK PROJECT - COLLECT LARGE ROCK FROM A TALUS SLOPE AND HAUL  
IT TO ANOTHER SITE ABOUT 1 MILE AWAY**

**Must Complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		

The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. Please review all documents carefully before completing.

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes\_\_\_\_\_ No\_\_\_\_\_. If no, enter where produced, etc.\_\_\_\_\_

Offeror's Authorized Representative's Signature	Date
Type or Print Name	Position or Title

**STATE OF UTAH  
DIVISION OF PURCHASING &  
GENERAL SERVICES**

**Request for Quotation**

**Solicitation Number: PM5037**

**Due Date: 10/14/04**

Vendor Name:

Item#	Qty	Unit	Description	Unit Price	Extension
1	1	EACH	COLLECT LARGE ROCK FROM A TALUS SLOPE AND HAUL IT TO ANOTHER SITE ABOUT 1 MILE AWAY	\$	\$

THIS IS A QUOTE, THEREFORE YOU MAY FAX YOUR RESPONSES BACK TO 801-538-3882

NO BOND IS REQUIRED

A SITE VISIT IS OPTIONAL

YOU MUST BE A LICENSED CONTRACTOR IN THE STATE OF UTAH TO BID THIS PROJECT. PLEASE COMPLETE A CONSTRUCTIONS TRADE LICENSING REQUIREMENTS FORM AND SUBMIT ALONG WITH YOUR BID

ANY MODIFICATION TO THIS PROCUREMENT EFFORT SHALL BE MADE IN WRITING BY ADDENDUM ISSUED BY THE STATE DIVISION OF PURCHASING. ONLY AUTHORIZED AND PROPERLY ISSUED ADDENDA SHALL CONSTITUTE THE OFFICIAL POSITION OF THE STATE AND SHALL BE BINDING. ANYONE SUBMITTING A RESPONSE TO THIS SOLICITATION, WITH BASIS IN OR ON OTHER COMMUNICATION OR INFORMATION RECEIVED FROM SOURCES OTHER THAN THROUGH OFFICIAL ADDENDUM, ASSUMES FULL RISK INCLUDING THE POSSIBILITY OF A DETERMINATION OF NON-RESPONSIVENESS AND MAY BE REJECTED AT THE SOLE DISCRETION OF THE STATE.

FOR BID PROCESSING QUESTIONS, PLEASE CONTACT PAUL MASH AT 801-531-3138  
FOR QUESTIONS REGARDING THE SPECIFICATIONS, PLEASE CONTACT DAVE HILLIER AT 435-865-6108

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REF: RX 560 55600000007  
COMMODITY: 91223

**Ship To:** KINGSTON CANYON  
APPROXIMATELY 5 MILES EAST OF KINGSTON, PIUTE COUNTY, UTAH

**FREIGHT CHARGES (if applicable)**

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
Q Small package/Ground      Q LTL(Less than truck load)      Q Truckload      Q Air      Q Other (Please specify)	
NMFC Class # _____	
NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

## REQUEST FOR QUOTATION - INSTRUCTIONS AND GENERAL PROVISIONS

**1. QUOTATION PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the quote clearly states it is an alternate, and describes specifically how it differs from the item specified. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the quotation the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This quote may not be withdrawn for a period of 60 days from quote due date. (h) Incomplete quotes may be rejected.

**2. SUBMITTING THE QUOTATION:** (a) The quote must be signed in ink and returned to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 or faxed to (801) 538-3882 by the due date and time. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope or on the fax cover page.** (b) The state will consider faxed quotes. Faxed quotes are submitted at the sole option and risk of the vendor and must be responsive to all conditions and specifications included in the Request for Quotation (RFQ). Access to state facsimile machine is on a "first come first served" basis and the state does not guarantee the vendor's access to the machine at any particular time. (c) All prices quoted must be both F.O.B. Origin and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the quotation for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their quote which is not to be disclosed to the public or used for purposes other than the evaluation of the quote. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any quote will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Quotes submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. SAMPLES:** Samples of item(s) specified in the RFQ, when required by DIVISION, must be furnished free of charge to DIVISION. Any items not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the vendor's expense.

**6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will

do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**7. DIVISION APPROVAL:** Purchase Orders placed, or contracts written, with the State of Utah, as a result of this RFQ, will not be legally binding without the appropriate signature of the DIVISION.

**8. AWARD OF CONTRACT:** (a) **This is an informal quotation which will not be read at a public opening;** however, the information may be publicly reviewed after award. To obtain a copy of this record (tabulation) you may either enclose a stamped self-addressed envelope, or review tabulation in our office. (b) The contract will be awarded with reasonable promptness, by written notice to the lowest responsible vendor that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this request for quotation. (c) The DIVISION may accept any item or group of items, or overall low quote. (d) The DIVISION has the right to cancel this request for quotation at any time prior to the award of contract. (e) The DIVISION can reject any and all quotes or waive any informality, or technicality in any quote received, if the DIVISION believes it would serve the best interest of the State. (f) Before, or after, the award of a contract the DIVISION has the right to inspect the vendor's premises and all business records to determine the holder's ability to meet contract requirements. (g) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount. (h) Utah has a reciprocal preference law which will be applied against vendors quoting products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated. (i) Multiple contracts may be awarded if the State determines it would be in its best interest.

**9. ANTI-DISCRIMINATION ACT:** The vendor agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also vendor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**11. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as

amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at (Revision14 Mar 2003 - RFQ Instructions)  
[www.purchasing.utah.gov](http://www.purchasing.utah.gov)

## Kingston Canyon Rock Project

### Scope of Work

The Utah Division of Wildlife Resources (UDWR) is requesting bids for work to collect large rock from a talus slope and haul it to another site about 1 mile away. Collecting and loading rock will require a track driven excavator with hydraulic thumb attached and a minimum of 10-yard bed dump truck. This project site is located in Kingston Canyon about 5 miles east of Kingston, Piute County, Utah (see attached map #1).

Work will involve:

1. Gathering large rock boulders (2-5 foot diameter), and loading them into a dump truck.
2. Hauling the rock about 1 mile onto UDWR property and dumping the rock in a pile.
3. Cleaning up, re-contouring and smoothing the rock mining site.

Rock will be collected from the base of a talus slope and upward on the hillside. A short existing road cut across the hillside for higher access to the rock talus needs some improvement work, mainly smoothing. At least 55 dump truck loads of rock must be hauled. If the gathering and loading of rock goes quickly and easy, than more loads will be hauled.

The rock site is adjacent to State Highway 62 with easy access for equipment.

The bid should include: 1) a per hour cost for each piece of equipment, which includes an operator (one operator may run the excavator and dump truck if desired); 2) the make, model and year of equipment, size of bucket and dump truck bed, and if a thumb is on the excavator that will be used on the job; 3) a lump sum charge for mobilization and demobilization.

### Time Line

It is estimated the project will take 5-6 days to complete. **Work needs to begin as soon as possible, but NO LATER than October 22, 2004.** Any number of hours can be worked per day.

Work will be supervised and directed on-site by Utah Division of Wildlife Resources personnel.

### Equipment Required

- One (1) – track driven excavator with a minimum 2 cubic yard bucket and thumb. The excavator for this project will be **required** to have a “thumb” attached to the

bucket that can open completely and close hydraulically, such that large rocks can be grasped and moved. The minimum sized excavator bid should be for a Caterpillar 320C or comparably sized machine (operating weight 43,400 lb).

- One (1) - 10-wheel dump truck with minimum 10 cubic yard rock bed or similar truck.
- Mobilization/demobilization.

Larger sized equipment may be bid and is encouraged. Smaller sized equipment will not be accepted.

The estimated number of hours that each piece of machinery will operate for the project is:

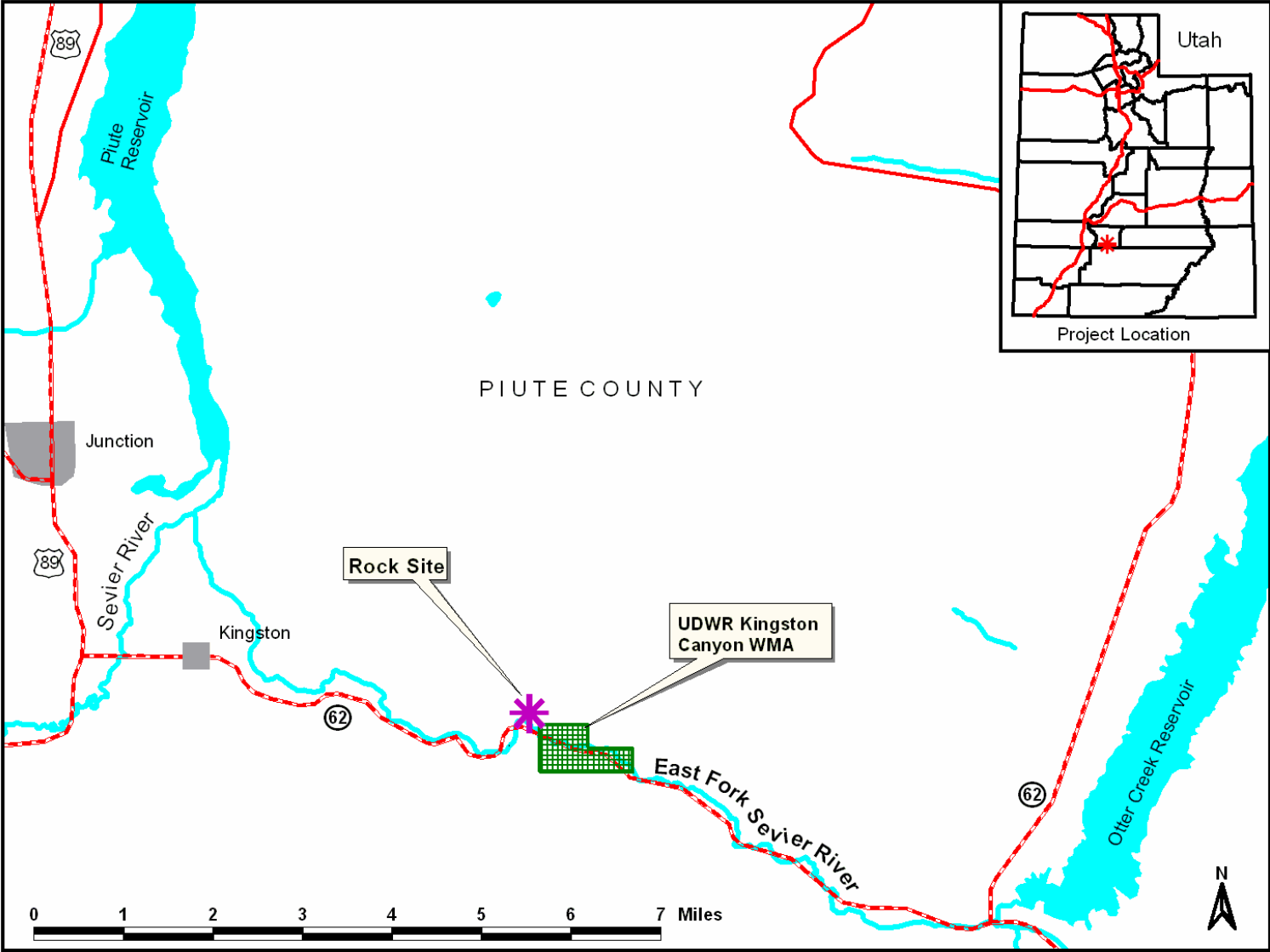
Excavator –	60 hours
Dump truck -	60 hours

These are the estimated number of hours. The total actual number of hours equipment will operate will be determined by the prices bid and actual work in the field. The Utah Division of Wildlife Resources, or any other Utah State Agency, does not guarantee any minimum number of hours will be worked or paid.

If equipment breaks down the contractor should make every reasonable effort to repair equipment and restore it to operating condition as quickly as possible.

An on-site review of the project with a UDWR representative can be arranged. For additional information, questions or to schedule an optional site visit, please contact Stan Beckstrom at our Cedar City office at (435) 865-6108 or (435) 559-0797 cell.

Map 1. Location of Kingston Canyon Rock Project, Piute County, Utah.



# Bid Sheet

## Kingston Canyon Rock Project

Item	Make and Year	Model	Bucket or Bed Size	Hydraulic Thumb	Estimated Hours	Bid Per Hour	Item Total
Excavator					60	\$	\$
Dump Truck					60	\$	\$
Mobilization/ Demobilization							\$
Grand Total Bid							\$